

**Second
Amendment
TO THE COMMUNITY DEVELOPMENT BLOCK
GRANT
AGREEMENT
(\$80,000)**

Between

County of Santa Barbara

and

**Habitat for Humanity of
Southern Santa Barbara County**



**Low-Income Homeowner
Minor Home Repair Program**

Community Development Block Grant
Assistance Listing Number 14.218

**Second Amendment
to the
Community Development Block Grant Agreement For
Habitat for Humanity, Low-Income Homeowner Minor Home Repair Program**

This Second Amendment (“Amendment”), dated December 13, 2022 (“Effective Date”), is made and entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and Habitat for Humanity of Southern Santa Barbara County, Inc., a California nonprofit public benefit corporation (“SUBRECIPIENT”) and is made with reference to the following:

Recitals

WHEREAS:

1. COUNTY and SUBRECIPIENT entered into an Agreement (as previously amended as described below, the “AGREEMENT”), dated December 7, 2021, pursuant to the Community Development Block Grant (“CDBG”) program from the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (42 U.S.C. §§ 5301 et seq.); and the regulations promulgated thereunder (24 CFR Part 570) (“Regulations”) to carry out a low-income homeowner minor rehabilitation program (“PROJECT”), as more specifically described in the Scope of Work attached as Exhibit A to the Agreement; and
2. On June 16, 2022, the parties hereto entered into a First Amendment to extend the term of the AGREEMENT to December 31, 2022; and
3. On May 3, 2022, the Board of Supervisors approved additional CDBG funding for the PROJECT in the amount of \$40,000 as a part of the FY 2022 Annual Action Plan; and
4. The PROJECT is currently under implementation but will not be completed by December 31, 2022; and
5. COUNTY and SUBRECIPIENT desire to extend the term of the AGREEMENT to June 30, 2023.

NOW THEREFORE:

1. In accordance with Section I.E. of the AGREEMENT, the AGREEMENT is hereby amended to extend the term of AGREEMENT until June 30, 2023.
2. Section I.B. of the AGREEMENT is hereby amended by replacing Section I.B. of the AGREEMENT to read in its entirety as follows:

“Statement of Work

Under this Agreement, SUBRECIPIENT shall perform the work described in the Statement of Work in Exhibit A (“Project”), and shall invoice the County for reimbursement of expenses incurred by SUBRECIPIENT in connection with such work to the extent such expenses qualify as eligible expenses under the CDBG Program. SUBRECIPIENT certifies that the Project meets one of the criteria set forth in 24 CFR 570.208. The Statement of Work in Exhibit A includes activities eligible under the CDBG program. SUBRECIPIENT shall be responsible for performing the work stated and set out in the Statement of Work and carrying out the Project in a manner satisfactory to the COUNTY and consistent with all federal requirements and standards required as a condition of providing these CDBG Funds. SUBRECIPIENT agrees that it will not begin work, including, but not limited to, soliciting project bids or engaging site studies, before COUNTY has issued to SUBRECIPIENT a written Notice to Proceed for the Project.”

3. Exhibit A to the AGREEMENT is hereby amended by replacing Exhibit A in its entirety with Exhibit A, attached hereto and incorporated herein by reference.
4. Exhibit B to the AGREEMENT is hereby amended by to the AGREEMENT is hereby amended by replacing Exhibit B in its entirety with Exhibit B, attached hereto and incorporated herein by reference.

Except as set forth herein, this SECOND AMENDMENT TO AGREEMENT shall not modify or change any of the provisions of the AGREEMENT, and the parties to the AGREEMENT shall continue to be bound by its provisions, as amended herein.

This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, COUNTY and OWNER have executed this SECOND AMENDMENT TO AGREEMENT by the respective authorized officers as set forth below, to be effective as of the Effective Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
JOAN HARTMANN
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:

GEORGE CHAPJIAN, DIRECTOR

DocuSigned by:
Robert Geis
By: _____
Deputy Auditor- Controller

DocuSigned by:
George Chapjian
By: _____
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: HABITAT FOR HUMANITY OF SOUTHERN SANTA BARBARA COUNTY

DocuSigned by:
Lauren Wideman
By: _____
Deputy County Counsel

DocuSigned by:
Jessica Wishan
By: _____
Executive Director

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
Gregory Milligan
By: _____
Risk Manager

EXHIBIT A

SCOPE OF WORK FOR CDBG CAPITAL PROJECTS

Project Name: Home Repair Project
Project #: **1CO5CO**
IDIS Activity ID #: **782**

AGREEMENT AMOUNT: \$80,000.00

INTRODUCTION

This Scope of Work is attached to and incorporated into the Subrecipient Agreement (Agreement) between the County of Santa Barbara (COUNTY) and Habitat for Humanity (OWNER). The purpose of this Scope of Work is to further describe the project requirements referenced in the Agreement.

1. FEDERAL REGULATORY INFORMATION

A. CDBG National Objective: *Benefit to low- and moderate- income (LMI) persons*

HUD Matrix Code: 14A Rehab: Single-Family Homeowner

Proposed Number of beneficiaries: 13

B. Beneficiaries. Beneficiaries who will benefit from the project are to be counted by the total number of (check one):

PEOPLE: count person(s) served or include all members of the family

OR

HOUSEHOLDS (all members of a household are counted as one household)

C. The Project will be carried out under (check one):

24 CFR 570.208(a)(1) Area Benefit
List neighborhoods and census tracts in which the Activity will be carried out:
Neighborhoods:
Census Tracts:

OR

24 CFR 570.208(a)(2) Limited Clientele
Select which method of income verification that must be used:

Self-Certification. Provide justification for using self-certification.

OR

Verification of income per 24 CFR Part 5.609 (referred to as “Part 5”)

OR

Presumed Benefit: Homeless Persons per 24 CFR Part 570.208 (a) (2) (A). No income qualification of clients is required; provided, however, that the subrecipient exclusively serves persons who meet the HUD definition of Presumed Beneficiaries as provided in the subrecipient’s by-laws, charter, or Articles of Incorporation.

Habitat for Humanity will provide Home Repairs for up to five (5) households in South Santa Barbara County. This may include minor home repairs and/or accessibility improvements to improve living conditions.

Goals and Community Impact

The Home Repair Program will enhance the housing inventory in south Santa Barbara County by providing low-income homeowners with necessary repairs to improve the conditions of the property and maintain them in habitable and safe condition.

Local Jurisdictions rules and regulations

Owner agrees that it has read and understands the local jurisdiction’s rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations.

2. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

OWNER shall submit the following reports to the Division of Housing and Community Development (HCD) using the form provided by HCD and attached as an Exhibit to the Subrecipient Agreement:

- a. Monthly project status report (Exhibit F, Sections I & II)
- b. Completion Report (Exhibit F, Sections I & III)
- c. Annual Report, submitted annually for five years following the completion of the project(Exhibit F, Sections I & IV)

*HCD will provide a form for the collection of beneficiary income and demographic information which includes:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member: White, Black or African American, Asian, American Indian or Alaska Native, Native Hawaiian or Other Pacific Islander, American Indian or Alaska Native and White, Asian and White, Black or African American and White, American Indian or Alaska Native and Black or African American, Other Multi-Racial.
NOTE: Both ethnicity AND race category must be selected for each household member
- Signature attesting to the accuracy of the information submitted.

3. RECORD-KEEPING AND MONITORING

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as prescribed in 24 CFR 91.520 (See Section VII.B.2 of the Agreement). Files shall be made available to the County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and Owner
2. Draw Requests and supporting documentation
3. Beneficiary Data
4. Annual audits
5. Records of compliance with federal procurement rules when the Owner awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdictions or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. *2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
 - a. Copies of bid documents
 - b. Copies of contracts
 - c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements
<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>

7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
10. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
11. Copies of contracts with sub-contractors
12. Records of lead-based paint assessment, abatement and final clearance, if applicable
13. Records of asbestos assessment, abatement and final clearance, if applicable
14. Records of acquisition and/or relocation, if applicable

Exhibit B**BUDGET****1. Project Budget**

	COUNTY CDBG	OWNER FUNDS	TOTAL BUDGET
CONSTRUCTION			
Salaries, Benefits		\$270,165	\$270,165
Construction	\$80,000	\$367,000	\$447,000
Construction Management		\$9,000	\$9,000
Total Project Budget	\$80,000	\$646,165	\$726,165

The amounts in each line item may be adjusted with the approval of the County; provided, however, that the total contract amount does not change and the level of environmental review completed for the project is still applicable.

2. Timeline

Item	Milestone	Completion Date
A	Funding Available for Project	November, 2021
B	Contract Award	December, 2021
C	Implementation Begins	January, 2021
D	50% Complete	April, 2023
E	Project Completion	June, 2023
F	Final Billing Submitted	June, 2023

This timeline may be revised from time-to-time. Revisions or project delays must be communicated to HCD staff. The project must be completed and all project expenditures reimbursed with CDBG funds by June 30, 2023.

3. Draw Requests

Draw requests must include:

- a. Expenditure Summary and Payment Request (ESPR) – County form
- b. Supporting documentation (to include all check items below):

- Third-party invoices or receipts
- Proof of payment, such as copies of cancelled checks
- Lien Waivers
- Davis-Bacon Certified Payrolls, reviewed and approved by the Subrecipient
- Payroll records, including timesheets delineating time worked on CDBG-eligible activities and payroll journals showing gross pay and deductions (if salaries are included in the project budget)